

STATE OF CALIFORNIA
California Department of Corrections and Rehabilitation
PREA Memorandum of Understanding

This Memorandum of Understanding is between the California Department of Corrections and Rehabilitation [CDCR/**insert Institution name**] and [**Insert Rape Crisis Center name**].

The purpose of this MOU is to define the roles and responsibilities of each party regarding CDCR's duty to provide access to emotional support services related to sexual abuse, and victim advocate services that enable CDCR to meet its statutory mandate. The intent of this MOU is to provide inmates in [**insert Institution name**] (hereafter referred to as "Institution") with emotional support services related to sexual abuse in accordance with the Prison Rape Elimination Act (PREA) Federal Standard 115.53, and to provide victim advocate services in accordance with PREA Federal Standards 115.21(d) and 115.21(e) for violations listed in California Penal Code (PC) Sections 264.2, 679.04 and CDCR Departmental Operations Manual (DOM) Section 54040.8.2. It is the understanding among all parties that no funds shall be exchanged nor obligated for provided services. All costs shall be borne by the party incurring expenditures.

Section I

The CDCR/**[name of CDCR facility]** and [**name of Rape Crisis Center**] agree as follows:

1. CDCR/**[name of CDCR facility]** will work with [**name of Rape Crisis Center**] to ensure that inmate victims are provided with timely access to outside victim advocates for emotional support services related to sexual abuse for violations of the crimes listed in PC Sections 264.2 and 679.04.
 - (a) CDCR/**[name of CDCR facility]** will provide contact information (address and telephone number as provided in Exhibit A-1) for the [**name of Rape Crisis Center**] to the inmate population via departmentally approved written materials.
 - (b) When a covered violation of PC Sections 264.2, 679.04 occurs, CDCR/**name of CDCR facility** understands that federal law and CDCR protocol require that the watch commander or designee shall immediately notify [**name of Rape Crisis Center**] when a victim of a sexual violence or staff sexual misconduct is to be treated at the local SART location and/or transported to an outside hospital for any forensic examination, so that [**name of Rape Crisis Center**] may provide a victim advocate to accompany the person. (DOM Section 54040.8.2(b)(1), PREA Federal Standard 115.21(d).)

2. CDCR/ **[name of CDCR facility]** will provide **[name of Rape Crisis Center]** and designated employees at **[Institution name]** with training by CDCR that includes PREA volunteer training and other training, orientation and information about PREA and institutional protocols, including facility tours and specialized meetings, intended to familiarize both parties with institution operations and/or standards and policies related to PREA.
3. **[Name of Rape Crisis Center]** agrees to maintain proof that Victim Advocates meet the legal requirements for the role of Sexual Assault Counselor, which shall be available to CDCR/**[name of Institution]** upon request.
4. CDCR/**[name of Institution]** agrees, in accordance with CDCR protocol and federal law specified above, to contact **[name of Rape Crisis Center]** to request a Victim Advocate to accompany and support a victim of sexual violence or staff sexual misconduct who will be treated at the local SART location and/or transported to an outside hospital for any forensic examination.
5. CDCR/**[name of Institution]** agrees to complete in a timely manner all necessary security clearance processes for Victim Advocates from **[name of Rape Crisis Center]**.
6. CDCR/**[name of Institution]** agrees to allow entry of Sexual Assault Counselors who (1) have passed all required security clearances and (2) for whom **[name of Rape Crisis Center]** maintains proof of having met the requirements for Sexual Assault Counselor, into the Institution and the hospital site for forensic medical examinations and investigative interviews.
7. CDCR/**[name of Institution]** agrees to respect communications between the Victim Advocate at **[name of Rape Crisis Center]** and the victim/inmate, which by law are privileged and confidential, whenever possible during the forensic medical examination process as required by California law. (Cal. Evid. Code §§ 1035.4 and 1035.8.)
8. CDCR/**[name of Institution]** will treat written correspondence between personnel at **[name of Rape Crisis Center]** and an inmate as confidential and will provide the inmate with an envelope marked "Evidence Code § 1035.4 Confidential/Privileged Communication" to be used as confidential written correspondence.
9. CDCR/**[name of Institution]** agrees to permit follow-up and on-going emotional support services related to sexual abuse, as requested by the incarcerated victim and/or personnel at **[name of Rape Crisis Center]**, without regard to the status of any investigation, through the following methods:
 - a. Toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to hotline number.

- b. Confidential written correspondence between a Sexual Assault Counselor and an inmate via an envelope which states on the outside "Evidence. Code 1035.4 Confidential/Privileged Communication", pursuant to Cal. Evid. Code § 1035.4.
 - c. In-person crisis counseling sessions between incarcerated victims and a Victim Advocate from [name of Rape Crisis Center], utilizing meetings prearranged by the PREA Compliance Manager (PCM) or designee;
 - d. Telephone calls to Victim Advocate(s) at [name of Rape Crisis Center] with chaplain, counselor, psychologist, or Investigative Services Unit (ISU) staff present, as resources and scheduling allow.
10. CDCR will include the address and hotline number for [name of Rape Crisis Center] on PREA inmate education materials distributed to inmates (see Exhibit A-1).
 11. CDCR will communicate any questions or concerns to [name of Rape Crisis Center]'s Director of Intervention and Prevention and Support Services or designee by telephone or email as needed.
 12. CDCR/[name of Institution] agrees to meet with to [name of Rape Crisis Center] within 90 days prior to the expiration of this MOU to discuss continuing services under a new MOU.

Section II

[Name of Rape Crisis Center] agrees to:

1. Work with Institution staff to ensure that inmate victims are provided with access to outside Victim Advocates at [name of Rape Crisis Center] for emotional support services related to sexual abuse.
2. Promptly provide required information and documentation so institution staff can process, in a timely manner, designated Victim Advocates for security clearances.
3. Encourage Victim Advocates and designated personnel to attend CDCR volunteer training including PREA volunteer training and other training, orientation and information when possible, such as facility tours and specialized meetings, to become familiar with institution operations and/or policies related to PREA.
4. Follow all Institution policies and procedures for safety and security.
5. Maintain documentation for each Victim Advocate's qualifications as a Sexual Assault Counselor. (Cal. Evidence Code § 1035.2.)
6. Respond to requests from Institution staff to provide a Victim Advocate to accompany victims of sexual abuse during the forensic medical examination process and investigative interviews.

7. Maintain confidentiality for communications between a Victim Advocate and a victim of sexual abuse who is incarcerated at the Institution, as required by law. (Cal. Evid. Code, § 1035.8.)
8. Provide emotional support services related to sexual abuse in response to requests from incarcerated victims through one or more of the following methods:
 - a. Toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to hotline number.
 - b. Confidential written correspondence between a Sexual Assault Counselor and an inmate via an envelope which states on the outside "Evidence. Code 1035.4 Confidential/Privileged Communication", pursuant to Cal. Evid. Code § 1035.4.
 - c. In-person crisis counseling sessions between incarcerated victims and a Victim Advocate from [name of Rape Crisis Center], utilizing meetings prearranged by the PREA Compliance Manager (PCM) or designee;
 - d. Telephone calls to Victim Advocate(s) at [name of Rape Crisis Center] with chaplain, counselor, psychologist, or Investigative Services Unit (ISU) staff present, as resources and scheduling allow.
9. Inform the Institution Chief of Mental Health Services or his/her designee, via the watch commander, of any emergency mental health needs of the incarcerated victim, with the inmate's consent or as required by state mandated reporting laws, but without disclosing anything beyond immediate safety concerns.
10. Upon request, provide training for Institution staff about trauma-informed responses to sexual abuse and sexual harassment.
11. Communicate any questions or concerns to the PCM or his/her designee by telephone or e-mail as needed.
12. Meet with Institution staff within 90 days prior to the expiration of this MOU to discuss continuing services under a new MOU.

Section III

For the purposes of this document:

1. "Emotional support services related to sexual abuse" are defined to include:
 - a. Toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to [name of Rape Crisis Center]'s hotline number.
 - b. Confidential written correspondence between a Sexual Assault Counselor and an inmate via an envelope which states on the outside "Evidence. Code 1035.4 Confidential/Privileged Communication", pursuant to Cal. Evid. Code § 1035.4.
 - c. In-person crisis counseling sessions between incarcerated victims and a Victim Advocate from [name of Rape Crisis Center], utilizing meetings prearranged by the PREA Compliance Manager (PCM) or designee;

- d. Telephone calls to Victim Advocate(s) at [name of Rape Crisis Center] via counselor, psychologist, or ISU staff as resources and scheduling allow.
2. Victim Advocate services are defined to include emotional support, crisis intervention, information, and referrals to incarcerated victims of sexual abuse including but not limited to services rendered during the forensic medical examination process and investigative interviews.
3. [Name of Rape Crisis Center] will notify CDCR during the background clearance process or later if it is aware, or later becomes aware, that a Victim Advocate has any relative, or person with whom they have or have had either a personal or business relationship, who is housed in any CDCR Institution. A determination regarding access to the institution will be made by the CDCR Hiring Authority after the circumstances are evaluated on a case by case basis.

Section IV

This MOU shall remain in force for [insert number of years] years from date of approval and can be amended as needed by agreement between [Name of Rape Crisis Center] and the Institution's PCM as approved by CDCR headquarters. This MOU can be terminated with thirty (30) days' notice by written notification of termination by one party. A new MOU becomes effective upon signing by both parties.

Section V

The individuals executing this agreement on behalf of each party warrant that he or she is authorized to sign this agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

s/ _____

print name _____
[insert title and location of CDCR official]

s/ _____

print name _____
[insert title and name of Rape Crisis Center]

DATE: _____